

EXHIBIT A

THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

PRESRITE CORPORATION
Plaintiff

CASE NO. CV23989478

JUDGE JOHN J RUSSO

v.

TEAM INDUSTRIES, INC.
Defendant

SUMMONS

SUMC CM

Notice ID: 52541000



From: PRESRITE CORPORATION
3665 EAST 78TH STREET
CLEVELAND OH 44105

P1

Atty.: CHRISTOPHER R. ELKO
100 7TH AVENUE, SUITE 150
CHARDON, OH 44024-0000

To: TEAM INDUSTRIES, INC.
105 PARK AVE, NW
BAGLEY MN 46621

D1

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>)

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Marie Ballie

By _____
Deputy

Date Sent: 12/07/2023

CMSN130



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
December 4, 2023 14:30

By: CHRISTOPHER R. ELKO 0101860

Confirmation Nbr. 3032337

PRESRITE CORPORATION

CV 23 989478

vs.

Judge: JOHN J. RUSSO

TEAM INDUSTRIES, INC.

Pages Filed: 19

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

PRESRITE CORPORATION
3665 East 78th Street
Cleveland, Ohio 44105

Plaintiff,

VS.

TEAM INDUSTRIES, INC.
105 Park Ave NW
Bagley, Minnesota 46621

DEFENDANT.

CASE NO.

JUDGE

COMPLAINT FOR DAMAGES

(Jury Demand Endorsed Hereon)

Now comes Plaintiff Presrite Corporation., by and through undersigned counsel,
and for its Complaint against Defendant Team Industries, Inc. states the following:

THE PARTIES

1. Plaintiff Presrite Corporation ("Presrite") is an Ohio for profit corporation engaged in the business of metal forging with its principal place of business in Cleveland, Ohio.
2. Upon information and belief, Defendant Team Industries, Inc. ("Defendant Team") is a Minnesota for profit corporation with its principal place of business in Bagley, Minnesota.

VENUE

3. Plaintiff incorporates by reference each and every allegation set forth in the preceding Paragraphs as if fully rewritten herein.
4. Venue and jurisdiction are proper in this Court as the contract giving rise to this litigation was entered into in part in Cleveland, Ohio.



THRASHER, DINSMORE
& DOLAN

100 7TH AVENUE
SUITE 150
CHARDON, OHIO 44024
PHONE: (440) 285-2242
FAX: (440) 285-9423

1282 WEST 58TH STREET
CLEVELAND, OHIO 44102
PHONE: (216) 255-5431
FAX: (216) 255-5450

www.tddlaw.com

OPERATIVE FACTS

5. Plaintiff incorporates by reference each and every allegation set forth in the preceding Paragraphs as if fully rewritten herein.

6. On or about March 2, 2017, Presrite submitted to Defendant Team a quotation for Part No. 285454/286458 Composite Forging (the "Parts") which contained Presrite's Terms and Conditions. This quotation is attached hereto as Exhibit A.

7. Term Number 8 of Presrite's Terms and Conditions states that "Seller's obligation with respect to deliveries is subject to delays caused by any act of God, flood, war, riot, accident, explosion, labor trouble, act of Government, delay or default by subcontractor or supplier of materials or services, transportation difficulty or any cause beyond the Seller's reasonable control." Exhibit A, Term 8.

8. On or about May 13, 2022, May 25, 2022, and July 28, 2022, Defendant Team submitted to Presrite Purchase Order No. 325004, Purchase Order No. 325534, and Purchase Order No. 329047 respectively (the "Purchase Orders"). The Purchase Orders are attached hereto as Exhibit B.

9. Presrite acknowledged Defendant Team's Purchase Orders in a series of emails, each of which contained the statement "Presrite Terms and Conditions Apply." A copy of these acknowledgements is attached hereto as Exhibit C.

10. In late 2022 and early 2023, Presrite began producing the Parts and shipping them to Defendant Team. At all times relevant hereto Presrite and Defendant Team were in constant communication regarding any potential delays in shipping the parts due to reasons outside of Presrite's control, namely labor shortages and supply chain issues caused by the Covid-19 pandemic.



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11. Despite its receipt of the Parts, Defendant Team did not honor its obligations under the Purchase Orders and refused to pay \$123,026.93 owed to Presrite for the Parts.

12. Multiple requests for payment have been made by Presrite to Defendant Team, all of which Defendant Team has refused.

13. To date, Defendant Team has refused to fulfill its obligations under each of the documents referenced above, leaving Presrite no option but to seek assistance from this Court.

COUNT ONE
BREACH OF CONTRACT

14. Plaintiff incorporates by reference each and every allegation set forth in preceding Paragraphs as if fully rewritten herein.

15. The Purchase Orders submitted by Defendant Team to Presrite which were acknowledged by Presrite in addition to Presrite's Terms and Conditions constitute a valid and binding contract.

16. Presrite performed its contractual obligations by producing and shipping to Defendant Team the Parts requested by the Purchase Orders.

17. Defendant Team has breached its contractual obligations by failing to pay Presrite the amount agreed under the Purchase Orders without legal excuse.

18. As a direct and proximate result of Defendant Team's breach of contract, Plaintiff has been injured and damaged in an amount in excess of \$25,000.00, to be proven at trial, plus such other fees, costs, interest, and expenses due and owing, and for other such relief as this Court deems just and fair.



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COUNT TWO
UNJUST ENRICHMENT

19. Plaintiff incorporates by reference each and every allegation set forth in preceding Paragraphs as if fully rewritten herein.

20. By virtue of the Parts provided to Defendant Team by Presrite, Presrite conferred a benefit upon Defendant Team.

21. Defendant team had direct and specific knowledge of the benefit that was being conferred upon it by Presrite.

22. Retention of the Parts provided to Defendant Team by Presrite without full payment by Defendant Team to Presrite would be unjust.

23. As a result of relying on Defendant Team's unjust enrichment, Presrite has been injured and damaged an amount in excess of \$25,000 to be determined at trial of this case, including interest, attorney's fees, and costs to the extent allowed by law.

WHEREFORE, Plaintiff respectfully requests judgment against Defendant on all Counts of the Complaint as follows:

- a. Compensatory damages in an amount in excess of \$25,000 to be determined at trial of this case;
- b. Interest at the applicable statutory rate;
- c. An award of all costs and attorneys' fees; and
- d. All other legal, equitable, and supplemental relief that this Court deems appropriate.



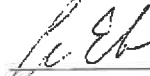
THRASHER, DINSMORE
& DOLAN

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Respectfully submitted,



Christopher A. Holecek, Esq. (#040840)
Christopher R. Elko, Esq. (#0101860)
THRASHER DINSMORE & DOLAN, LPA
1282 West 58th Street
Cleveland, Ohio 44102
Telephone: (216) 255-5431
Facsimile: (216) 255-5450
Email: cholecek@tddlaw.com
celko@tddlaw.com
Counsel for Plaintiff

JURY DEMAND

Plaintiff hereby demands a trial by jury on all claims so triable.



Christopher R. Elko, Esq. (#0101860)

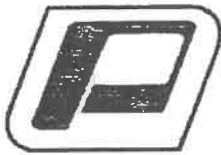


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CLEVELAND, OHIO 44102
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FAX: (216) 255-5450

www.tddlaw.com



Quotation Presrite Corporation

Production Press Forgings

3665 East 78th Street, Cleveland, Ohio 44105-2048

Telephone: 216/441-5990 Fax: 216/441-2644

www.presrite.com

To: TEAM INDUSTRIES
3750 AIRPORT ROAD
ANDREWS, NORTH CAROLINA 28901

Date: 3/2/2017

Attn: JASON DEAN

Customer Inquiry:

IN REPLY TO YOUR INQUIRY, WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION:

PART NO. AND DESCRIPTION	PREPARATION CHARGES	QUANTITY	UNIT PRICE	ADDITIONAL FOR TURNING/MACHINING
286454/286458	\$5,500.00	300 PPAP	\$15.42	
COMPOSITE FORGING		1,250	\$11.38	
		1,500	\$11.19	
		2,000	\$10.93	
		3,000	\$10.72	
Material; SAE 8620 STRAND CAST				
The estimated net weight is 15.10 lbs				
The annual volume is 20,000 pieces.				
Forgings will be produced on a 2500 ton press				
A proposed forging sketch is attached. If favored with an order, a formal forge drawing will be sent for your approval.				
Blank forgings will be supplied Shot Blast Cleaned.				
Delivery is 12-14 weeks A.R.O. Container charges: Container Charges; \$25.00 each wooden. \$23.00 each cardboard.				
The above price(s) is/are based on the quoted quantities being released for shipment at one time.				
Surcharges are not included in the prices and will be handled separately based on the actual receipt date of the material.				
For March 2017 surcharges please add \$2.78 ea. To the prices above.				
Parts are to be produced at the Cleveland Division.				

SALESPERSON:	PRESRITE ESTIMATE:	TERMS:	F.O.B.
BERNIE ROTH	E8906-1	Net 30	SHIP PT

THIS QUOTATION IS SUBJECT TO ALL TERMS AND CONDITIONS SHOWN ON THE REVERSE SIDE HEREOF

BY: Mike Finical
Electronically Filed 12/04/2023 14:30 / / CV 23 989478 / Confirmation Nbr. 3032337 / CASH

EXHIBIT

A

PRESRITE CORPORATION

TERMS AND CONDITIONS OF QUOTATIONS

1. ACCEPTANCE. This quotation is not intended as an offer to sell and no contract of purchase and sale shall arise until the seller shall have acknowledged and accepted in writing, at its home office, a written purchase order from the purchaser for the material and on the terms and provisions herein quoted. This Quotation is expressly limited to and made conditional upon the terms and conditions of the face and reverse side hereof, and constitutes the entire agreement between Buyer and Seller. Any of Vendee's terms in addition to or different from those contained herein, whether contained on an acknowledgement or other document, is hereby objected to and shall be of no effect. This quotation is subject to change without notice and shall be considered to have expired by lapse of time 30 days after date.

2. PRICES. Prices quoted herein are based on current costs of material and labor, and if any changes occur in such costs at any time before shipment, prices may be adjusted by us proportionately to such changes in costs. If such adjustments are not mutually satisfactory, either party may cancel on the terms set forth in paragraph 8.

3. TAXES. All quoted prices are subject to the addition of any applicable sales, excise, manufacturer's use, or other taxes levied by either municipal, state or federal authorities.

4. INVOICE DISPUTES. ALL DISPUTES AS TO THE AMOUNT(S) INVOICED HEREUNDER SHALL BE MADE, IN WRITING TO THE FOLLOWING ADDRESS: PRESRITE CORPORATION, ATTENTION: CREDIT MANAGER, 3665 EAST 78TH STREET, CLEVELAND, OHIO 44105. PAYMENTS WHICH ARE INTENDED BY BUYER TO REPRESENT "PAYMENT IN FULL" FOR THE GOODS SOLD, AND WHICH ARE LESS THAN THE AMOUNT SHOWN ON THE INVOICE AS BEING DUE, SHALL BE SENT TO THE ABOVE ADDRESS. IF SAID "PAYMENT IN FULL" CHECK IS NOT MADE TO THE ABOVE ADDRESS THEN, PURSUANT TO OHIO REVISED CODE SECTION 1303.40 THE ACCEPTANCE OF SAID CHECK WILL NOT ACT AS A DISCHARGE OF THE REMAINING BALANCE DUE UNDER THIS ORDER.

5. PAYMENT. Payments are to be made in United States funds, unless otherwise stipulated.

6. PREPARATION CHARGES. Preparation charges are those required for the initial production of the forgings, including casts of dies. The payment of such charges does not convey any title or the right of possession. Such payment does convey the right to the exclusive use of any special tools required and to their preservation by the seller for two years only after the date of shipment of the last order requiring their use. Preparation charges are made only for the initial quantity and for the rate of delivery specified of a particular design, the seller assuming all the expense of upkeep. The charge for any change in design, for additional quantities, or for different rate of delivery will be quoted by the seller upon request. Seller will quote separately on the cost of tool and die storage after two years but in the event tools and dies are not to be retained by election of the seller after two years, purchaser shall be given the right of first refusal for their purchase.

7. QUANTITY TOLERANCES. Quantities shipped within the limits of over-run and under-run are commonly considered to meet quantity requirements, according to the table on page 25 of "Tolerances for Impression Die Forgings," latest addition.

8. DELAYS. Delivery dates are approximate and are predicated on conditions existing at time of this quotation. Seller's obligation with respect to deliveries is subject to delays caused by any act of God, flood, war, riot, accident, explosion, labor trouble, act of Government, delay or default by subcontractor or supplier of materials or services, transportation difficulty or any cause beyond the seller's reasonable control.

9. CANCELLATION. Orders will not be subject to cancellation or modification either in whole or in part, without the seller's written consent, and then only under terms that will reimburse the seller for all applicable costs incurred by him/her, including costs of purchased materials, tools and dies, and a reasonable allowance for profit.

10. PATENT INFRINGEMENT. No liability will be assumed by the seller for the infringement of any patent rights asserted because of the nature, structure or use of any products ordered by the purchaser, and the purchaser shall indemnify and hold seller harmless from all claims for loss or damage, and from all court costs, attorney's fees and other expenses paid or incurred by or imposed upon seller in connection with the defense of any action brought against seller by reason of seller's performance of any order. Upon request by the seller, the purchaser will undertake at the purchaser's own cost and expense to defend any such action which may be brought against the seller.

11. LIMITATION OF LIABILITY. SELLER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR STRICT LIABILITY) FOR ITS GOODS SHALL BE LIMITED TO REPAIRING OR REPLACING PARTS FOUND BY SELLER TO BE DEFECTIVE OR AT SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS OR PARTS THEREOF AT SELLER'S REQUEST. AT SELLER'S DIRECTION, BUYER WILL SEND, AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PARTS TO THE PLANT OF SELLER WHICH MANUFACTURED THEM.

12. DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HEREWITH. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE WITHOUT LIMITATION LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH TO ANY PERSON, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS). BUYER SHALL INDEMNIFY SELLER AGAINST ALL LIABILITY, COST OR

13. WARRANTY, LIMITS OF WARRANTY, CLAIMS. Seller warrants the forgings will be made in conformity with drawings furnished by him/her to the purchaser, subject to applicable dimensional tolerances as specified in the publication, "Tolerances for Impression Die Forgings" latest edition, as issued by Drop Forging Association and that Seller will convey good title to the goods free from any valid security interest, lien, or other encumbrance unknown to Buyer. Purchaser will notify seller in writing of any forgings which do not conform to this warranty within 30 days after their delivery and if purchaser should fail to give such notification claims for breach of warranty, if any, shall be waived. THE SELLER MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, OR ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.

14. GOVERNMENT REGULATIONS. Seller will comply with all federal, state and local laws and governmental regulations necessarily applicable to any purchase order given pursuant to this quotation. This quotation is based also upon compliance with the Fair Labor Standards Act of 1938, as amended. Seller recognizes the necessity for giving access to its books of account to authorized Governmental agents in connection with the sale of forging and also recognized the requirement of the Renegotiation Act of 1945 as amended, as well as the requirements of the Termination Acts when applicable or required, but considers the giving of cost breakdowns other than weight under DMS Regulation #1 with or in connection with quotations on supply contracts not to be required.

15. STORAGE, PACKING, SPECIAL SERVICES. This quotation does not contemplate that seller will perform storage, packing or cartage services. Pelletizing, oiling, heat treating, or painting, and similar processes including storage, will bear an additional charge.

16. DEFERRED DELIVERIES. Deferred deliveries are subject to seller's approval. Should the purchaser for good and sufficient cause request that deliveries be delayed, same shall be acceptable on the following conditions only: (a) If no release has been given by the buyer at the end of thirty days from receipt of such request, seller reserves the right to render invoice and make shipment of the completed portion of order to destination specified in purchaser's order and also to submit to purchaser invoices for approximate value of steel or other raw material purchased and delivered to the seller in anticipation of production. (b) If no release has been given by the purchaser at the expiration of ninety days from receipt of such request, seller reserves the right to declare the order cancelled on the terms set forth in paragraph 8.

17. WAIVERS, ALTERATIONS, AND MODIFICATIONS. No waiver, alteration or modification of the terms and conditions of this quotation shall be binding on seller unless in writing and signed by the seller's authorized representative.

18. APPLICABLE FEDERAL LAWS. Seller will comply with all applicable Federal, state and local laws and regulations which govern Seller's performance hereunder.

19. CANCELLATION. An order once placed with and accepted by us can be cancelled only with our consent, in writing, and upon terms that will indemnify us against loss.

20. RETURN OF GOODS. In no case are goods to be returned without first obtaining Seller's written permission. Only unused material as currently manufactured, which has been invoiced to customer within ninety (90) days, will be considered for return. Material accepted for credit is subject to a minimum service charge at ten (10) percent plus all transportation charges. Material built to order is not subject to return for credit under any circumstances. Goods must be securely packed by Buyer to reach us without damage.

21. RISK OF LOSS. Unless otherwise agreed, the risk of loss of the goods shall be as follows: on Seller prior to delivery to the carrier, on Buyer while in possession of the carrier and on Buyer after removal from the carrier.

22. GOVERNING LAW AND SEVERABILITY. Any dispute which may arise from this sales order and for any goods purchased hereunder shall be governed by the laws of the State of Ohio. Any provision hereof prohibited by law shall be ineffective to the extent of such prohibition and without invalidating the remaining provision hereof.

23. ARBITRATION. Any dispute arising between Buyer and Seller based upon this sales order of the goods purchased pursuant hereto will be resolved by arbitration in Cleveland, Ohio and in accordance with the rules of the American Arbitration Association, and the award of the arbitrators shall be final and binding upon the parties. In the event the demand for arbitration is filed pursuant hereto, the party shall have the same rights to discovery under the Ohio Rules of Civil Procedures as if the dispute had been filed in an original action in an Ohio court of original jurisdiction, and any court located in Cleveland, Ohio shall have jurisdiction and shall be authorized to enforce said rights as if the entire dispute were pending before said court.

Electronically Filed 12/04/2023 14:30 / CV 23 989478 / Confirmation Nbr. 30323377 CLSH1



Purchase Order

PO Number:

325004

Please send invoices to:
TEAMAP@team-ind.com or
TEAMCentralizedAccounting@team-ind.com

TEAM Buyer
Sherry A Graves
SherryGraves@team-ind.com

Andrews 828-835-4000	Audubon 218-439-6186	Bagley 218-694-3550	Cambridge 763-689-1333	Detroit Lakes 218-846-9111	Park Rapids 218-237-4666	Ramos Arizpe
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Page: 1 of 3

Vendor:
Presrite Corporation
3665 East 78th Street
Cleveland OH 44105
UNITED STATES

Phone: 216-441-5990

Fax: 216-441-2644

Bill to/Ship To:**TEAM Industries - Andrews**

3750 Airport Rd
Andrews NC 28901
UNITED STATES

Ship Via: TEAM Routing Guide

Order Date: 5/13/2022

Terms: NET 60

Incoterms: FCA SHIPPING PT Prepaid Freight: No

Email CH Robinson for pick up at teamind@chrobinson.com

Line	Part Number/Rev/Description	Order Qty	Unit Price	Ext Price	Tax
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POForm:001:00

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Purchase Order

PO Number:

325004 ✓

Please send invoices to:
TEAMAP@team-ind.com or
TEAMCentralizedAccounting@team-ind.com

TEAM Buyer
Sherry A Graves
SherryGraves@team-ind.com

Andrews 828-835-4000	Audubon 218-439-6186	Bagley 218-694-3550	Cambridge 763-689-1333	Detroit Lakes 218-846-9111	Park Rapids 218-237-4666	Ramos Arizpe
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Page: 2 of 3

1	286458F / B Forging 29T Gear Ring	D3160/ G86570	1,000.00EA	16.1300 / 1	16,130.00	No
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REVIEWED
11/2, 5/19/2022, 2:39:29 PM

- Shipping Release Requirement -

Due Date

11/1/2022

Quantity

1,000.00 EA



Forging is to be Normalized and shot blasted
Hardness 156 - 197 BHN



REVIEWED
11/2, 5/19/2022, 2:37:39 PM

POForm:001:00



Purchase Order

PO Number:

325004

Please send invoices to:
TEAMAP@team-ind.com or
TEAMCentralizedAccounting@team-ind.com

TEAM Buyer
Sherry A Graves
SherryGraves@team-ind.com

Andrews 828-835-4000	Audubon 218-439-6186	Bagley 218-694-3550	Cambridge 763-689-1333	Detroit Lakes 218-846-9111	Park Rapids 218-237-4666	Ramos Arizpe
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Page: 3 of 3

Authorized By: Sherry A Graves
SherryGraves@team-ind.com

Line(s) Subtotal: 16,130.00
Misc. Charge Subtotal: 0.00

Total: \$ 16,130.00

No price increases will be allowed without notification 60 days prior, with justification data provided for increase request.

Purchase order number must appear on all packing slips and invoices for payments to be made.

This Purchase Order is limited to the TEAM Terms and Conditions contained at
<http://www.team-ind.com/index.php/supplying-team/>

Any additional or different terms proposed by seller in any quotation, acknowledgement, or any other document are hereby deemed to be materials alterations and notice of objection to them is hereby given. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of terms and conditions of the contract between the parties.

Effective July 1, 2007, an incident fee of \$100.00 will be attached to any non-conforming product. This will be an additional charge above and beyond those as per the Recovery Debit form.

Due date is when parts are required at the "Ship to" location. 100% on time delivery is required. If due date cannot be met, notification must be made within 48 hours after receipt of purchase order.

Ship in accordance with TEAM Industries Supplier Policy Manual dated July 2019.

MSDS (Material Safety Data Sheet) must be received prior to incoming shipment PLUS must accompany all shipments of Hazardous Materials.

POForm:001:00



Purchase Order

PO Number:

325534

Please send invoices to:
TEAMAP@team-ind.com or
TEAMCentralizedAccounting@team-ind.com

TEAM Buyer
Sherry A Graves
SherryGraves@team-ind.com

Andrews 828-835-4000	Audubon 218-439-6186	Bagley 218-694-3550	Cambridge 763-689-1333	Detroit Lakes 218-846-9111	Park Rapids 218-237-4666	Ramos Arizpe
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Page: 1 of 3

Revised: 5/25/2022

Vendor:

Presrite Corporation
3665 East 78th Street
Cleveland OH 44105
UNITED STATES

Phone: 216-441-5990

Fax: 216-441-2644

Bill to/Ship To:

TEAM Industries - Andrews

3750 Airport Rd
Andrews NC 28901
UNITED STATES

Ship Via: TEAM Routing Guide

Order Date: 5/25/2022

Terms: NET 60

Incoterms: FCA SHIPPING PT

Prepaid Freight: No

Email CH Robinson for pick up at teamind@chrobinson.com

POForm:001:00



Purchase Order

PO Number:

325534

Please send invoices to:
TEAMAP@team-ind.com or
TEAMCentralizedAccounting@team-ind.com

TEAM Buyer
Sherry A Graves
SherryGraves@team-ind.com

Andrews 828-835-4000	Audubon 218-439-6186	Bagley 218-694-3550	Cambridge 763-689-1333	Detroit Lakes 218-846-9111	Park Rapids 218-237-4666	Ramos Arizpe
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Page: 2 of 3

Revised: 5/25/2022

Line	Part Number/Rev/Description	Order Qty	Unit Price	Ext Price	Tax
1	286458F / B Forging 29T Gear Ring	1,000.00EA	16.1300 /1	16,130.00	No

- Shipping Release Requirement -

Due Date
11/18/2022

Quantity
1,000.00 EA

REVIEWED
11/2, 6/3/2022, 2:18:54 PM

Forging is to be Normalized and shot blasted
Hardness 156 - 197 BHN

Line	Part Number/Rev/Description	Order Qty	Unit Price	Ext Price	Tax
2	356149F Forging, Gear 8620	1,000.00EA	13.4900 /1	13,490.00	No

\$20.04 per pricing dated 3/23/22

- Shipping Release Requirement -

Due Date
12/9/2022

Quantity
1,000.00 EA

POForm:001:00



Purchase Order

PO Number:
325534

Please send invoices to:
 TEAMAP@team-ind.com or
 TEAMCentralizedAccounting@team-ind.com

TEAM Buyer
 Sherry A Graves
 SherryGraves@team-ind.com

Andrews	Audubon	Bagley	Cambridge	Detroit Lakes	Park Rapids	Ramos
828-835-4000	218-439-6186	218-694-3550	763-689-1333	218-846-9111	218-237-4666	Arizpe

Page: 3 of 3

Revised: 5/25/2022

Authorized By: Sherry A Graves
 SherryGraves@team-ind.com

Line(s) Subtotal: 29,620.00
Misc. Charge Subtotal: 0.00

Total: \$ 29,620.00

No price increases will be allowed without notification 60 days prior, with justification data provided for increase request.

Purchase order number must appear on all packing slips and invoices for payments to be made.

This Purchase Order is limited to the TEAM Terms and Conditions contained at
<http://www.team-ind.com/index.php/supplying-team/>

Any additional or different terms proposed by seller in any quotation, acknowledgement, or any other document are hereby deemed to be materials alterations and notice of objection to them is hereby given. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of terms and conditions of the contract between the parties.

Effective July 1, 2007, an incident fee of \$100.00 will be attached to any non-conforming product. This will be an additional charge above and beyond those as per the Recovery Debit form.

Due date is when parts are required at the "Ship to" location. 100% on time delivery is required. If due date cannot be met, notification must be made within 48 hours after receipt of purchase order.

Ship in accordance with TEAM Industries Supplier Policy Manual dated July 2019.

MSDS (Material Safety Data Sheet) must be received prior to incoming shipment PLUS must accompany all shipments of Hazardous Materials.

POForm:001:00



Purchase Order

PO Number:

329047

Please send invoices to:
TEAMAP@team-ind.com or
TEAMCentralizedAccounting@team-ind.com

TEAM Buyer
Sherry A Graves
SherryGraves@team-ind.com

Andrews 828-835-4000	Audubon 218-439-6186	Bagley 218-694-3550	Cambridge 763-689-1333	Detroit Lakes 218-846-9111	Park Rapids 218-237-4666	Ramos Arizpe
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Page: 1 of 3

Vendor:
Presrite Corporation
3665 East 78th Street
Cleveland OH 44105
UNITED STATES

Phone: 216-441-5990

Fax: 216-441-2644

Bill to/Ship To:
TEAM Industries - Andrews
3750 Airport Rd
Andrews NC 28901
UNITED STATES

Ship Via: TEAM Routing Guide

Order Date: 7/28/2022

Terms: NET 60

Incoterms: FCA SHIPPING PT

Prepaid Freight: No

Email CH Robinson for pick up at teamind@chrobinson.com

Line	Part Number/Rev/Description	Order Qty	Unit Price	Ext Price	Tax
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POForm:001:00



Purchase Order

PO Number:
329047

Please send invoices to:
 TEAMAP@team-ind.com or
 TEAMCentralizedAccounting@team-ind.com

TEAM Buyer
 Sherry A Graves
 SherryGraves@team-ind.com

Andrews 828-835-4000	Audubon 218-439-6186	Bagley 218-694-3550	Cambridge 763-689-1333	Detroit Lakes 218-846-9111	Park Rapids 218-237-4666	Ramos Arizpe
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Page: 2 of 3

1	286458F / B Forging 29T Gear Ring	✓	3,000.00EA	16.1300 /1	48,390.00	No
	D3160/ G86886	✓	✓			

- Shipping Release Requirement -

REVIEWED
 11/2, 7/28/2022, 2:46:28 PM

Due Date

12/20/2022

2/11/2023

3/10/2023

Quantity

1,000.00 EA

1,000.00 EA

1,000.00 EA

Forging is to be Normalized and shot blasted
 Hardness 156 - 197 BHN

POForm:001:00



Purchase Order

PO Number:
329047

Please send invoices to:
 TEAMAP@team-ind.com or
 TEAMCentralizedAccounting@team-ind.com

TEAM Buyer
 Sherry A Graves
 SherryGraves@team-ind.com

Andrews	Audubon	Bagley	Cambridge	Detroit Lakes	Park Rapids	Ramos
828-835-4000	218-439-6186	218-694-3550	763-689-1333	218-846-9111	218-237-4666	Arizpe

Page: 3 of 3

Authorized By: Sherry A Graves
 SherryGraves@team-ind.com

Line(s) Subtotal: 48,390.00
Misc. Charge Subtotal: 0.00

Total: \$ **48,390.00**

No price increases will be allowed without notification 60 days prior, with justification data provided for increase request.

Purchase order number must appear on all packing slips and invoices for payments to be made.

This Purchase Order is limited to the TEAM Terms and Conditions contained at
<http://www.team-ind.com/index.php/supplying-team/>

Any additional or different terms proposed by seller in any quotation, acknowledgement, or any other document are hereby deemed to be materials alterations and notice of objection to them is hereby given. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of terms and conditions of the contract between the parties.

Effective July 1, 2007, an incident fee of \$100.00 will be attached to any non-conforming product. This will be an additional charge above and beyond those as per the Recovery Debit form.

Due date is when parts are required at the "Ship to" location. 100% on time delivery is required. If due date cannot be met, notification must be made within 48 hours after receipt of purchase order.

Ship in accordance with TEAM Industries Supplier Policy Manual dated July 2019.

MSDS (Material Safety Data Sheet) must be received prior to incoming shipment PLUS must accompany all shipments of Hazardous Materials.

POForm:001:00



To: sherrygraves@team-ind.com,
Cc: Ted Thrun/E78th/Presrite,
Bcc:
Subject: D3160 G86570 (PO 325004 P/N 286458) Team Order Acknowledgement

Sherry,

Please use this email as acknowledgement for the following order(s):

PO NUMBER 325004 PART NUMBER 286458

Thank you for your order(s). After review of your order, Presrite takes exception to the following item(s).

- Presrite Terms and Conditions Apply
- Surcharges are not included in the prices and will be handled separately.

Shipping Schedule: Your order is entered with a dock date of 11/1/22 for a quantity of 1000. We will review material and press availability and advise if we are unable to meet this date.

Thank you for your order and your continued support. If you have any questions, please feel free to contact me.

Regards,

Laurie Draudt
Customer Service Account Rep
Presrite Corp
3665 East 78th Street
Cleveland Ohio 44105
216-206-3407





To: sherrygraves@team-ind.com,
Cc: Ted Thrun/E78th/Presrite,
Bcc:
Subject: Team Industries Order Acknowledgement

Sherry,

Please use this email as acknowledgement for the following order(s):

PO NUMBER	PART NUMBER	DIE NUMBER	QTY	DUE DATE
325534	286458F	D3160	1000	11/18/22

325534	356149	D3388	1000	12/9/22
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Per pricing dated 3/23/22, the 1000 piece price should read \$20.04/pc.

Thank you for your order(s). After review of your order, Presrite takes exception to the following item(s).

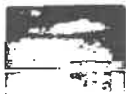
- Presrite Terms and Conditions Apply
- Surcharges are not included in the prices and will be handled separately.

We will review material and press availability and advise if we are unable to meet this date.

Thank you for your order and your continued support. If you have any questions, please feel free to contact me.

Regards,

Laurie Draudt
Customer Service Account Rep
Presrite Corp
3665 East 78th Street
Cleveland Ohio 44105
216-206-3407



To: sherrygraves@team-ind.com,
Cc: Ted Thrun/E78th/Presrite,
Bcc:
Subject: D3160 G86886 (PO 329047 P/N 286458) Team Order Acknowledgement

Sherry,

Please use this email as acknowledgement for the following order(s):

PO NUMBER 329047 PART NUMBER 286458

Thank you for your order(s). After review of your order, Presrite takes exception to the following item(s).

- Presrite Terms and Conditions Apply
- Surcharges are not included in the prices and will be handled separately.

Shipping Schedule: Your order is entered with a dock date of 12/20/22, 2/11/23 and 3/10/23 for a quantity of 1000/each. We will review material and press availability and advise if we are unable to meet this date.

Thank you for your order and your continued support. If you have any questions, please feel free to contact me.

Regards,

Laurie Draudt
Customer Service Account Rep
Presrite Corp
3665 East 78th Street
Cleveland Ohio 44105
216-206-3407